

## Master in Equity's NOTICE OF SALE

2012-CP-2-01990

BY VIRTUE of a decree heretofore granted in the case of: JPMorgan Chase Bank, National Association vs. Thomas A. Burkhalter, et al., I, the undersigned M. Anderson Griffith, Master in Equity for Aiken County, will sell on Monday, October 7, 2013, at 11:00 a.m., at the County Courthouse, 109 Park Avenue SE, Aiken, South Carolina, to the highest bidder:

All that piece, parcel or tract of land with the improvements thereon, situate, lying and being in the City of North Augusta, Aiken County, South Carolina being shown and designated as the "Collins Tract Parcel C" on a plat by K.L. Wise recorded in the Aiken County RMC Office in Plat Book 11 at page 77. Said tract is bound as follows: Beginning at the Northeast by Parcels B & A for 236 feet; Southeast by Lot 4 for 142 feet; East by Lot 4 and an unnamed parcel for 198.96 feet; South by Lot 2 and small portion of Lot 3, Block I of Fairview Gardens Subdivision; Southwest by lands formerly of Shealy for 231 feet; then Northwest by Holiday Drive for 32.3 feet and West by Holiday Drive for 109.1 feet. For a more specific description, reference should be made to the aforesaid plat which is made a part and parcel hereof.

This being the same property conveyed to Thomas A. Burkhalter by Deed of Cecil L. Collins, Jr., Trustee under the Will of Betty W. Collins, dated December 11, 2007 and recorded December 17, 2007 in Book 4178 at Page 863 in the ROD Office for Aiken County, South Carolina.

TMS No. 0061807005

Property address: 1108 Holiday Drive, North Augusta, SC 29841

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Master in Equity, at conclusion of the bidding, five percent (5%) of said bid is due and payable immediately upon closing of the bidding, in cash or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of non-compliance. In the event of a third party bidder and that any third party bidder fails to deliver the required deposit in certified (immediately collectible) funds with the Office of the Master in Equity, said deposit being due and payable immediately upon closing of the bidding on the day of sale, the Master in Equity will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff. Should the last and highest bidder fail or refuse to comply with the balance due of the bid within 20 days, then the Master in Equity may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder).

No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

Purchaser to pay for documentary stamps on Master in Equity's Deed. The successful bidder will be required to pay interest on the amount of the bid from the date of sale to date of compliance with the bid at the rate of 5.875% per annum.

The Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale.

The sale shall be subject to taxes and assessments, existing easements and restrictions of record. This property will be sold subject to the applicable right of redemption of the United States of America.

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The sale or any resale will not be held unless the Plaintiff or its attorney's bidding agent is present and enters the Plaintiff's bid at the sale or has advised the Master in Equity's office of its bidding instructions. In the event a sale is held without the Plaintiff or its Attorney's bidding agent entering its bid, the sale shall be null and void.

This sale is subject to all title matters of record and any interested party should consider performing an independent title examination of the subject property as no warranty is given.

Neither the Plaintiff nor its counsel make representations as to the integrity of the title or the fair market value of the property offered for sale. Prior to bidding you may wish to review the current state law or seek the advice of any attorney licensed in South Carolina.

Scott Law Firm, P.A. Attorney for Plaintiff

M. Anderson Griffith

Master in Equity for Aiken County